

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circuit City Stores, Inc., as a debtor and a debtor-in-possession		11/12/2008	CORPORATION: VIRGINIA
Circuit City Stores West Coast, Inc., as a debtor and a debtor-in-possession		11/12/2008	CORPORATION: CALIFORNIA
Circuit City Stores PR, LLC, as a debtor and a debtor-in-possession		11/12/2008	LIMITED LIABILITY COMPANY: PUERTO RICO
Intertan, Inc., as a debtor and a debtor-in-possession		11/12/2008	CORPORATION: DELAWARE
Ventoux International, Inc., as a debtor and a debtor-in-possession		11/12/2008	CORPORATION: DELAWARE
CC Distribution Company of Virginia, Inc., as a debtor and a debtor-in-possession		11/12/2008	CORPORATION: VIRGINIA
Courchevel, LLC, as a debtor and a debtor-in-possession		11/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
Circuit City Properties, LLC., as a debtor and a debtor-in-possession		11/12/2008	LIMITED LIABILITY COMPANY: VIRGINIA
Patapsco Designs, Inc., as a debtor and a debtor-in-possession		11/12/2008	CORPORATION: MARYLAND
Kinzer Technology LLC, as a debtor and a debtor-in-possession		11/12/2008	LIMITED LIABILITY COMPANY: VIRGINIA
Circuit City Purchasing Company, LLC, as a debtor and a debtor-in-possession		11/12/2008	LIMITED LIABILITY COMPANY: VIRGINIA
CC Aviation LLC, as a debtor and a debtor-in-possession		11/12/2008	LIMITED LIABILITY COMPANY: VIRGINIA
Sky Venture Corp., as a debtor and a debtor-in-possession		11/12/2008	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		

CH \$1315.00 2007398

900121742

TRADEMARK
REEL: 003896 FRAME: 0097

Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2007398	1N FIRST NORTH AMERICAN NATIONAL BANK
Registration Number:	3224402	24 MINUTES \$24 GIFT CARD PICKUP GUARANTEE
Registration Number:	3005974	ANIKA
Registration Number:	3003528	ANIKA
Registration Number:	2202309	CIRCUIT CITY
Registration Number:	1966767	CIRCUIT CITY
Registration Number:	1121646	CIRCUIT CITY
Registration Number:	3229279	CIRCUIT CITY ADVANTAGE PROTECTION PLAN
Registration Number:	2626493	CIRCUIT CITY
Registration Number:	2626492	CIRCUIT CITY
Registration Number:	1880174	CIRCUIT CITY EXPRESS
Registration Number:	2425092	CIRCUIT CITY PLUS
Registration Number:	1369581	CIRCUIT CITY
Registration Number:	1783326	CRITERION
Registration Number:	745725	CRITERION
Registration Number:	2387541	DIGITAL DATACATCH
Registration Number:	2995848	ESA
Registration Number:	3194858	ESA
Registration Number:	3513384	FIREDOG
Registration Number:	3390320	FIREDOG
Registration Number:	3337398	
Registration Number:	3513385	
Registration Number:	2192263	FNANB
Registration Number:	2729888	FNANB ONLINE
Registration Number:	3141250	IQ CREW
Registration Number:	3100282	IQ CREW
Registration Number:	2979330	IRIS

Registration Number:	3064308	IRIS NO MANUAL REQUIRED
Registration Number:	2992310	JUST WHAT I NEEDED.
Registration Number:	3092391	JUSTO LO QUE NECESITAS
Registration Number:	3043163	LIQUID VIDEO
Registration Number:	3493805	NEXXTECH
Registration Number:	3424484	NX2 NEXXTECH
Registration Number:	2972962	OH! ZONE
Registration Number:	2964726	RAPIDSATELLITE
Registration Number:	2980573	RAPIDSATELLITE.COM
Registration Number:	3120201	ROADSHOP
Registration Number:	3191902	ROADSHOP THE MOBILE ELECTRONICS SPECIALIST @ CIRCUIT CITY
Registration Number:	3202617	TC TRADING CIRCUIT
Registration Number:	3419172	THE CITY
Registration Number:	3436855	THE CITY
Registration Number:	3427528	THE CITY
Registration Number:	3458704	THE CITY
Registration Number:	2735190	TOTAL PROTECTION
Registration Number:	3202611	TRADING CIRCUIT
Registration Number:	3420400	V VERGE
Registration Number:	2984192	VERGE
Registration Number:	3074267	VERGE
Registration Number:	1625410	WHERE SERVICE IS STATE OF THE ART
Serial Number:	77493055	CITY DEAL
Serial Number:	77493213	CITY LIFE
Serial Number:	77506739	V

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
 Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER: 8110804

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/01/2008

Total Attachments: 33

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of November 12, 2008 by and among (i) CIRCUIT CITY STORES, INC., as a debtor and a debtor-in-possession, a corporation organized under the laws of the Commonwealth of Virginia; (ii) CIRCUIT CITY STORES WEST COAST, INC., as a debtor and a debtor-in-possession, a corporation organized under the laws of the State of California; (iii) CIRCUIT CITY STORES PR, LLC, as a debtor and a debtor-in-possession, a limited liability company organized under the laws of the Commonwealth of Puerto Rico (each such Person, individually, a "Borrower" and collectively, the "Borrowers"); (iv) each of the FACILITY GUARANTORS listed on Schedule A attached hereto, each as a debtor and a debtor-in-possession (each individually, a "Guarantor" and collectively, the "Guarantors", the Borrowers and the Guarantors are referred to, individually, as a "Grantor" and collectively, jointly and severally, as the "Grantors"); and (v) BANK OF AMERICA, N.A., a national banking association with offices at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Borrowers are party to that certain Senior Secured, Super-Priority, Debtor-In-Possession Credit Agreement of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") by and between, among others, (i) the Borrowers, (ii) the Lenders named therein, and (iii) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders; and

WHEREAS, the Guarantors and certain other Canadian Subsidiaries have unconditionally guaranteed the prompt payment and performance of all Obligations in accordance with the terms of certain Facility Guaranties; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for the benefit of Secured Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in and to the IP Collateral, in order to secure the Secured Obligations;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

1. Definitions.

(a) Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement, as applicable. All references to the "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York and shall incorporate such definition in the Credit Agreement.

(b) Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

(i) "Copyrights" shall mean any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, and whether or not the same also constitutes a trade secret, including, without limitation, the Copyright applications and registrations set forth on EXHIBIT A annexed hereto and made a part hereof.

(ii) "Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof.

(iii) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions, the Canadian Intellectual Property Office, any other similar office of any other jurisdiction.

(iv) "Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(v) "Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

(vi) "IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

(vii) "Licenses" shall mean, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses, and any other license providing for the grant by or to the Grantors of any right under any Intellectual Property.

(viii) "Patents" shall mean all patents and applications for patents and like protection of any Grantor and the inventions and improvements therein disclosed, and any and all divisions, renewals, reissues, extensions and continuations of said patents,

including, without limitation, the Patents set forth on EXHIBIT B annexed hereto and made a part hereof.

(ix) “Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

(x) “PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions, the Canadian Intellectual Property Office, or any other similar office of any other jurisdiction.

(xi) “Secured Obligations” shall have the meaning ascribed to such term in the Security Agreement.

(xii) “Secured Parties” shall have the meaning ascribed to such term in the Security Agreement.

(xiii) “Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(xiv) “Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, applications to register and registrations of the same and like protections, including, without limitation, the Trademark applications to register and registrations set forth on EXHIBIT C annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing (but excluding any intent-to use application for registration of any mark for which a statement of use has not been filed (but only until such statement is filed)).

(xv) “Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof.

(c) Rules of Interpretation. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

(d) Certifications. All certifications to be made hereunder by an officer or representative of a Grantor shall be made by such person in his or her capacity solely as an officer or representative of such Grantor on such Grantor’s behalf and not in such person’s individual capacity.

2. Security Interest.

(a) In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for the benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for the benefit of the Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(i) All Copyrights and Copyright Licenses.

(ii) All Patents and Patent Licenses.

(iii) All Trademarks and Trademark Licenses.

(iv) Any and all trade secret rights of any Grantor, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and Grantor confidential information, and any and all intellectual property rights in computer software and computer software products.

(v) All amendments, renewals and extensions of any of the foregoing;

(vi) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(vii) All income, royalties, damages and payments or other proceeds now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

(viii) The right to sue for and any and all claims for damages by way of past, present and future infringements and dilutions of any of the foregoing.

(ix) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

(b) The security interest granted under this Section 2 shall not attach to (i) any United States intent-to-use trademark or service mark application to the extent that solely during the period in which the grant of security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law, or (ii) any license, to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such license, (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity); provided that the Proceeds realized from any of the foregoing shall not be deemed excluded from the grant of security interest, and provided further that to the extent such security interest at any time hereafter shall no longer be prohibited, the Grantors shall be deemed to have granted automatically and without any further action a security interest in, such right as if such restriction had never existed.

3. Protection of Intellectual Property By Grantors.

Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a) (i)- (vi) (collectively, the "Intellectual Property") (provided that it is commercially reasonable to do such item):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of Intellectual Property and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

In accordance with the DIP Orders, as applicable, and notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect

would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. Grantors' Representations and Warranties

Each Grantor represents and warrants that:

(a) EXHIBIT A is a true, correct and complete list of all existing Copyright applications and registrations and Copyright Licenses (except for commercially available off the shelf computer programs, products or applications) owned or possessed by the Grantors as of the date hereof.

(b) EXHIBIT B is a true, correct and complete list of all existing Patents and patent applications and Patent Licenses (except for commercially available off the shelf computer programs, products or applications) owned or possessed by the Grantors as of the date hereof.

(c) EXHIBIT C is a true, correct and complete list of all existing Trademark application for registration and registrations and Trademark Licenses (except for Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business) owned or possessed by the Grantors as of the date hereof.

(d) Except as set forth in Exhibits A, B, and C, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

(e) [Intentionally Omitted].

(f) Each Grantor owns, has rights to use, or is licensed to use, all Intellectual Property. Except as set forth in Exhibits A, B, and C, to the knowledge of each of the Grantors, no material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim. To the knowledge of each of the Grantors, the use by such Grantor of its Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any of its Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(g) Such Grantor shall give the Collateral Agent prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any of its Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional IP Collateral or rights described in subsections (i) – (iv) of Section 4 (g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional IP Collateral, such Grantor shall deliver an updated EXHIBIT A, B, and/or C (as applicable) to this Agreement to the Collateral Agent and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated EXHIBIT as set forth in Section 5(b).

(b) The Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar

office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. Grantors' Rights To Enforce Intellectual Property.

Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of any of its Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect such Intellectual Property against encroachment by third parties, provided however, that:

(a) The Grantors first provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any of its Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 6.

7. Collateral Agent's Actions To Protect Intellectual Property. In the event of the occurrence and continuance of any other Event of Default, the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

8. Rights Upon Default.

Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Collateral Agent set forth in the other Loan Documents, the Collateral Agent shall be entitled to exercise all rights and remedies granted under the DIP Orders, as applicable, as well as all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of such Intellectual Property in any manner, in whole or in part, as the Collateral Agent may determine from time to time in its discretion. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

9. Collateral Agent As Attorney In Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Secured Parties:

(i) To supplement and amend from time to time EXHIBITS A, B, and C of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers of the Collateral Agent referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Collateral Agent.

10. Collateral Agent's Rights.

Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Intent.

This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP

Collateral with the PTO and/or the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for the benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

12. Further Assurances.

Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

13. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES) AND THE BANKRUPTCY CODE.

14. Relationship to DIP Orders. In the event of any inconsistency between the terms of the DIP Orders and this Agreement, the terms of the DIP Orders, as applicable, shall control and the representations, warranties and covenants made herein and in the other Loan Documents shall be subject to the terms of the DIP Orders and the Initial Order.

15. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction)

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.


17. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when the Security Agreements terminates in accordance with its terms.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWERS:

CIRCUIT CITY STORES, INC.,
as a debtor and a debtor-in-possession

By: 
Name: Bruce H. Besanko
Title: Executive Vice President

CIRCUIT CITY STORES WEST COAST, INC.,
as a debtor and a debtor-in-possession

By: _____
Name: Reginald D. Hedgebeth
Title: Chairman and Chief Executive Officer

CIRCUIT CITY STORES PR, LLC,
as a debtor and a debtor-in-possession

By: 
Name: Bruce H. Besanko
Title: President

Signature Page to Intellectual Property Security Agreement

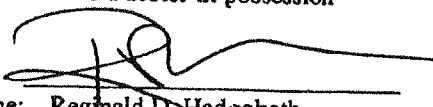
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWERS:

CIRCUIT CITY STORES, INC.,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: Executive Vice President

CIRCUIT CITY STORES WEST COAST, INC.,
as a debtor and a debtor-in-possession

By: 
Name: Reginald D. Hedgebeth
Title: Chairman and Chief Executive Officer


CIRCUIT CITY STORES PR, LLC,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: President


Signature Page to Intellectual Property Security Agreement

GUARANTORS:

INTERTAN, INC.,
as a debtor and a debtor-in-possession

By: 
Name: Bruce H. Besanko
Title: President

VENTOUX INTERNATIONAL, INC.,
as a debtor and a debtor-in-possession

By: 
Name: Bruce H. Besanko
Title: President and Chief Executive
Officer
CC DISTRIBUTION COMPANY OF
VIRGINIA, INC.,
as a debtor and a debtor-in-possession

By: _____
Name: Reginald D. Hedgebeth
Title: President

COURCHEVEL, LLC,
as a debtor and a debtor-in-possession

By: 
Name: Bruce H. Besanko
Title: Manager

CIRCUIT CITY PROPERTIES, LLC,
as a debtor and a debtor-in-possession

By: 
Name: Bruce H. Besanko
Title: President

Signature Page to Intellectual Property Security Agreement

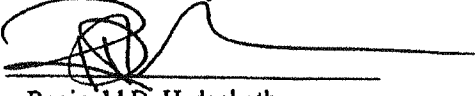
GUARANTORS:

INTERTAN, INC.,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: President

VENTOUX INTERNATIONAL, INC.,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: President and Chief Executive
Officer
**CC DISTRIBUTION COMPANY OF
VIRGINIA, INC.,**
as a debtor and a debtor-in-possession

By: 
Name: Reginald D. Hedgebeth
Title: President

COURCHEVEL, LLC,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: Manager

CIRCUIT CITY PROPERTIES, LLC,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: President

Signature Page to Intellectual Property Security Agreement

PATAPSCO DESIGNS, INC.,
as a debtor and a debtor-in-possession

By: B. H. Besanko
Name: Bruce H. Besanko
Title: President

KINZER TECHNOLOGY LLC,
as a debtor and a debtor-in-possession

By: _____
Name: Reginald D. Hedgebeth
Title: President

CIRCUIT CITY PURCHASING
COMPANY, LLC,
as a debtor and a debtor-in-possession

By: B. H. Besanko
Name: Bruce H. Besanko
Title: President

CC AVIATION LLC,
as a debtor and a debtor-in-possession

By: B. H. Besanko
Name: Bruce H. Besanko
Title: Chief Executive Officer

SKY VENTURE CORP.,
as a debtor and a debtor-in-possession

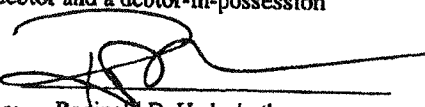
By: B. H. Besanko
Name: Bruce H. Besanko
Title: President

Signature Page to Intellectual Property Security Agreement

PATAPSCO DESIGNS, INC.,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: President

KINZER TECHNOLOGY LLC,
as a debtor and a debtor-in-possession

By: 
Name: Reginald D. Hedgebeth
Title: President

CIRCUIT CITY PURCHASING
COMPANY, LLC,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: President

CC AVIATION LLC,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: Chief Executive Officer

SKY VENTURE CORP.,
as a debtor and a debtor-in-possession

By: _____
Name: Bruce H. Besanko
Title: President

Signature Page to Intellectual Property Security Agreement

COLLATERAL AGENT:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Kathleen Dimock

Title: Managing Director

Signature Page to Intellectual Property Security Agreement

SCHEDULE A
(Facility Guarantors)

CC AVIATION LLC, as a debtor and debtor-in-possession, a Virginia limited liability company

CC DISTRIBUTION COMPANY OF VIRGINIA, INC., as a debtor and debtor-in-possession, a Virginia corporation

CIRCUIT CITY PROPERTIES, LLC, as a debtor and debtor-in-possession, a Virginia limited liability company

CIRCUIT CITY PURCHASING COMPANY, LLC, as a debtor and debtor-in-possession, a Virginia limited liability company

COURCHEVEL, LLC, as a debtor and debtor-in-possession, a Delaware limited liability company

INTERTAN, INC., as a debtor and a debtor-in-possession, a Delaware corporation

KINZER TECHNOLOGY LLC, as a debtor and debtor-in-possession, a Virginia limited liability company

PATAPSCO DESIGNS, INC., as a debtor and debtor-in-possession, a Maryland corporation

SKY VENTURE CORP., as a debtor and debtor-in-possession, a Virginia corporation

VENTOUX INTERNATIONAL, INC., as a debtor and debtor-in-possession, a Delaware corporation

EXHIBIT A -- Intellectual Property Security Agreement

Exhibit A

Copyrights and Copyright Licenses

Copyright Applications for Registration and Registrations:

Title	Registration No.	Publication Date/ Year of Creation	Registration Date	Deposit/Limitation	Current Owner
Hook up	PA-u-2-596-147	2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Newspaper	PA-u-2-596-146	2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Store help	PA-1-056-485	7/1/2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
In & out	PA-1-056-484	7/1/2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Management's guide to positive associate relations	TX-u-463-184	1990	2/6/1991	Monograph	Circuit City Stores, Inc.

Copyright Licenses: None

Exhibit B

Patents and Patent Licenses

Patents and Patent Applications:




Title	Country	Applic. No/ Filing Date	Patent No. Issue Date	Owner
Temporal compression	United States	10/155966 5/29/2002	7170941 1/30/2007	Patapsco Designs, Inc.
System and Method for Guided Sales	United States	11/553092 10/26/2006		Circuit City Stores Inc.
System and Method for Guided Sales	Canada	2566052 10/30/2006		Circuit City Stores, Inc.
Method and Device for Determining Adequacy of Space for Television Sets	United States	10/216805 8/13/2002	6775915 8/17/2004	Circuit City Stores, Inc.
Unpublished	United States	61/042927 4/7/2008		Circuit City Stores, Inc.










Patent Licenses: None

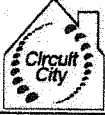




Exhibit C






Trademarks and Trademark Licenses








Trademark Applications for Registration and Registrations:





Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
Australia	CIRCUIT CITY	1058682 6/3/2005	1058682 1/30/2006	Registered	Circuit City Stores West Coast, Inc.
Australia	NETSET	566538 11/1/1991	566538 8/22/1995	Registered	InterTAN, Inc.
Australia	POWER UP	803838 8/16/1999	803838 6/27/2000	Registered	InterTAN Inc.
Australia	TECHCESSORIES	652439 2/6/1995	652439 8/1/1997	Registered	InterTAN, Inc.
Australia	TECHCESSORIES	600170 4/13/1993	600170 7/26/1995	Registered	InterTAN, Inc.
Benelux	FIND YOURSELF IN THE CITY	1127815 1/26/2007	0817472 5/7/2007	Registered	Circuit City Stores West Coast, Inc.
Benelux	FIND YOURSELF IN THE CITY (LOGO) 	1127822 1/26/2007	0817476 7/12/2007	Registered	Circuit City Stores West Coast, Inc.
Benelux	THE CITY (LOGO) 	1128508 2/6/2007		Pending	Circuit City Stores West Coast, Inc.
Benelux	THE CITY (LOGO) 2 	1127825 1/26/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG	900548584 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG	900548657 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG	900548592 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG	900548614 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG	900548649 10/11/2007		Pending	Circuit City Stores West Coast, Inc.


Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
Brazil	FIREDOG	900548630 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG	900548673 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG (LOGO) 	900548703 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG (LOGO) 	900548800 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG (LOGO) 	900548746 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG (LOGO) 	900548770 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG (LOGO) 	900548711 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG (LOGO) 	900548762 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Brazil	FIREDOG (LOGO) 	900548690 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Canada	ANSWER CITY	0728820 5/12/1993	TMA433454 9/16/1994	Registered	Circuit City Stores West Coast, Inc.
Canada	ANSWER CITY & DESIGN 	0728819 5/12/1993	TMA433453 9/16/1994	Registered	Circuit City Stores West Coast, Inc.
Canada	APPLIANCE STATION	809111 4/4/1996	TMA523126 2/15/2000	Registered	Circuit City Stores West Coast, Inc.
Canada	BEST BUY FOR CONSUMER ELECTRONICS AND APPLIANCES Best Buy  <small>for consumer electronics and appliances</small>	737199 9/20/1993	TMA471224 2/18/1997	Registered	Circuit City Stores West Coast, Inc.
Canada	BRINGING STATE OF THE ART SERVICE TO YOUR HOME COMFORT NEEDS	0792252 9/11/1995	TMA476230 5/14/1997	Registered	Circuit City Stores West Coast, Inc.






Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
Canada	CIRCUIT CITY	0608678 6/7/1988	TMA427363 5/20/1994	Registered	Circuit City Stores West Coast, Inc.
Canada	CIRCUIT CITY	0680646 4/24/1991	TMA407148 1/22/1993	Registered	Circuit City Stores West Coast, Inc.
Canada	CIRCUIT CITY & DESIGN 	0792254 9/11/1995	TMA508806 3/4/1999	Registered	Circuit City Stores West Coast, Inc.
Canada	CIRCUIT CITY and Circle Logo Design 	1222654 6/30/2004		Allowed	Circuit City Stores West Coast, Inc.
Canada	CIRCUIT CITY Circle and Design with Canada and the maple leaf logo 	1222653 6/30/2004		Allowed	Circuit City Stores West Coast, Inc.
Canada	CIRCUIT CITY DIRECT	0795658 10/23/1995	TMA523186 2/16/2000	Registered	Circuit City Stores West Coast, Inc.
Canada	CIRCUIT CITY EXPRESS	743999 12/22/1993	TMA508369 2/23/1999	Registered	Circuit City Stores West Coast, Inc.
Canada	CIRCUIT METRO	0608679 6/7/1988	TMA481169 8/21/1997	Registered	Circuit City Stores West Coast, Inc.
Canada	CRITERION	0397170 4/22/1976	TMA221258 6/17/1977	Registered	Circuit City Stores West Coast, Inc.
Canada	FIND YOURSELF IN THE CITY	1357440 7/26/2007		Pending	Circuit City Stores West Coast, Inc.
Canada	FIND YOURSELF IN THE CITY (LOGO)  FIND YOURSELF IN	1357441 7/26/2007		Pending	Circuit City Stores West Coast, Inc.
Canada	FIREDOG	1311957 8/4/2006		Allowed	Courchevel, LLC.
Canada	FIREDOG	1311618 8/2/2006		Allowed	Courchevel, LLC.
Canada	FIREDOG (LOGO) 	1311968 8/4/2006		Allowed	Courchevel, LLC.



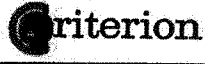



Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
Canada	FIREDOG (LOGO) 	1311617 8/2/2006		Allowed	Courchevel, LLC.
Canada	FLYING PLUG DESIGN 	0701918 3/30/1992	TMA447234 9/8/1995	Registered	Circuit City Stores West Coast, Inc.
Canada	GET IT RIGHT FROM THE SOURCE	1261117 6/6/2005		Pending	Circuit City Stores West Coast, Inc.
Canada	LIQUID VIDEO	1220130 6/11/2004		Allowed	Circuit City Stores West Coast, Inc.
Canada	POWER UP	1024764 8/4/1999	TMA599633 1/15/2004	Registered	InterTAN Inc.
Canada	SOURCE REWARDS	1385275 2/28/2008		Pending	Circuit City Stores West Coast, Inc.
Canada	THE CITY	1338031 3/6/2007		Pending	Circuit City Stores West Coast, Inc.
Canada	THE CITY (LOGO) 	1357442 7/26/2007		Pending	Circuit City Stores West Coast, Inc.
Canada	THE SOURCE	1372924 11/20/2007		Pending	Circuit City Stores West Coast, Inc.
Canada	THE SOURCE & DESIGN 	1372925 11/20/2007		Pending	Circuit City Stores West Coast, Inc.
Canada	THE SOURCE & DESIGN 	1253279 4/7/2005		Pending	Circuit City Stores West Coast, Inc.
Canada	THE SOURCE BY CIRCUIT CITY	1252450 3/31/2005		Pending	Circuit City Stores West Coast, Inc.
Canada	TRADING CIRCUIT	1220147 6/11/2004	TMA697635 10/2/2007	Registered	Circuit City Stores West Coast, Inc.
Canada	VERGE	1220129 6/11/2004		Pending	Circuit City Stores West Coast, Inc.
Canada	VERGE Design	1318215 9/27/2006		Pending	Circuit City Stores West Coast, Inc.
Canada	WHERE IT'S AT	1320973 10/20/2006		Pending	Circuit City Stores West Coast, Inc.




Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
China	CIRCUIT CITY	4810394 8/1/2005		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG	6306431 9/30/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG	6313518 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG	6313517 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG	6306430 9/30/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG	6306429 9/30/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG	6306428 9/30/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG	6306427 9/30/2007		pending	Circuit City Stores West Coast, Inc.
China	FIREDOG (LOGO) 	6313513 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG (LOGO) 	6313512 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG (LOGO) 	6313511 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG (LOGO) 	6313510 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG (LOGO) 	6313509 10/8/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG (LOGO) 	6313640 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
China	FIREDOG (LOGO) 	6313630 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
European Community	FIREDOG	006322408 10/1/2007		Pending	Circuit City Stores West Coast, Inc.
European Community	FIREDOG	006341961 10/8/2007		Pending	Circuit City Stores West Coast, Inc.





Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
European Community	FIREDOG (LOGO) 	006354617 10/11/2007	006354617 9/18/2008	Registered	Circuit City Stores West Coast, Inc.
Hong Kong	CIRCUIT CITY	300432099 6/2/2005	300432099 10/19/2005	Registered	Circuit City Stores West Coast, Inc.
Hong Kong	THE CITY	300827028 3/8/2007		Pending	Circuit City Stores West Coast, Inc.
Japan	CIRCUIT CITY	H07-087862 8/24/1995	4016437 6/20/1997	Registered	Circuit City Stores West Coast, Inc.
Japan	CIRCUIT CITY	H08-062125 6/5/1996	4109287 1/30/1998	Registered	Circuit City Stores West Coast, Inc.
Japan	FIREDOG	2007-102570 10/2/2007		Pending	Circuit City Stores West Coast, Inc.
Japan	FIREDOG	2007-104384 10/8/2007	5141316 6/13/2008	Registered	Circuit City Stores West Coast, Inc.
Japan	FIREDOG (LOGO) 	2007-105246 10/11/2007		Pending	Circuit City Stores West Coast, Inc.
Japan	V VERGE (Design) 	2006-87545 9/20/2006		Pending	Circuit City Stores West Coast, Inc.
Japan	VERGE	2006-87544 9/20/2006		Pending	Circuit City Stores West Coast, Inc.
Mexico	CIRCUIT CITY	247270 11/6/1995	511107 11/28/1995	Registered	Circuit City Stores West Coast, Inc.
Mexico	CIRCUIT CITY and Circle Logo Design 	670886 8/9/2004	857102 10/27/2004	Registered	Circuit City Stores West Coast, Inc.
Mexico	WHERE SERVICE IS STATE OF THE ART	247269 11/6/1995	511106 11/28/1995	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	FIREDOG	73,932 7/19/2007	73,922 7/19/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	FIREDOG	73,927 7/19/2007	73,927 7/19/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	FIREDOG	73,928 7/19/2007	73,928 7/19/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	FIREDOG	73,929 7/19/2007	73,929 7/19/2007	Registered	Circuit City Stores West Coast, Inc.

Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
Puerto Rico	FIREDOG	73,930 7/19/2007	73,930 7/19/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	FIREDOG	73,931 7/19/2007	73,931 7/19/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	FIREDOG	73,933 7/19/2007	73,933 7/19/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	FIREDOG	73,940 7/19/2007	73,940 7/19/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,512 3/9/2007	72,512 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	75,510 3/9/2007	75,510 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,511 3/9/2007	72,511 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,509 3/9/2007	72,509 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,508 3/9/2007	72,508 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,506 3/9/2007	72,506 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,505 3/9/2007	72,505 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,507 3/9/2007	72,507 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,504 3/9/2007	72,504 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
Puerto Rico	THE CITY	72,503 3/9/2007	72,503 3/9/2007	Registered	Circuit City Stores West Coast, Inc.
South Korea	FIREDOG	45-2007-4313 10/2/2007		Pending	Circuit City Stores West Coast, Inc.
South Korea	FIREDOG	40-2007-52138 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
South Korea	FIREDOG (LOGO) 	45-2007-4409 10/9/2007		Pending	Circuit City Stores West Coast, Inc.
State of Hawaii	FIREDOG		4063142 5/20/2008	Registered	Circuit City Stores West Coast, Inc.
State of Nebraska	FIREDOG		10095380 3/2/2007	Registered	Circuit City Stores, Inc.
Switzerland	INTERTAN	221/1990 1/5/1990	383390 6/6/1991	Registered	InterTAN Inc.

Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
Taiwan	CIRCUIT CITY	94025775 5/31/2005	1212343 6/1/2006	Registered	Circuit City Stores West Coast, Inc.
Taiwan	THE CITY	096010252 3/7/2007		Pending	Circuit City Stores West Coast, Inc.
United States	IN FIRST NORTH AMERICAN NATIONAL BANK stylized 	74/540337 6/20/1994	2007398 10/15/1996	Registered	Circuit City Stores West Coast, Inc.
United States	24 MINUTES \$24 GIFT CARD PICKUP GUARANTEE and design 	78/745232 11/2/2005	3224402 4/3/2007	Registered	Circuit City Stores West Coast, Inc.
United States	ANIKA	78/477055 9/1/2004	3005974 10/11/2005	Registered	Circuit City Stores West Coast, Inc.
United States	ANIKA (Stylized) 	76/628584 1/18/2005	3003528 10/4/2005	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY	75/977633 4/30/1996	2202309 11/3/1998	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY	74/663010 4/17/1995	1966767 4/9/1996	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY	73/174463 6/15/1978	1121646 7/3/1979	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY ADVANTAGE PROTECTION PLAN (stylized and design) 	78/772888 12/14/2005	3229279 4/17/2007	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY and Circle Logo Design 	76/258566 5/17/2001	2626493 9/24/2002	Registered	Circuit City Stores West Coast, Inc.

Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
United States	CIRCUIT CITY and Color Circle Logo Design 	76/258565 5/17/2001	2626492 9/24/2002	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY EXPRESS	74/452097 10/26/1993	1880174 2/21/1995	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY PLUS	75/894213 1/11/2000	2425092 1/30/2001	Registered	Circuit City Stores West Coast, Inc.
United States	CIRCUIT CITY stylized 	73/535267 5/1/1985	1369581 11/5/1985	Registered	Circuit City Stores West Coast, Inc.
United States	CITY DEAL	77/493055 06/06/2008		Pending	Circuit City Stores West Coast, Inc.
United States	CITY LIFE	77/493213 06/06/2008		Pending	Circuit City Stores West Coast, Inc.
United States	CRITERION	74/257644 3/23/1992	1783326 7/20/1993	Registered	Circuit City Stores West Coast, Inc.
United States	CRITERION and design 	72/126354 8/21/1961	745725 2/26/1963	Registered	Circuit City Stores West Coast, Inc.
United States	DIGITAL DATACATCH	75/746543 7/9/1999	2387541 9/19/2000	Registered	Circuit City Stores West Coast, Inc.
United States	ESA	78/283674 8/6/2003	2995848 9/13/2005	Registered	Circuit City Stores West Coast, Inc.
United States	ESA and Design 	78/289750 8/20/2003	3194858 1/2/2007	Registered	Circuit City Stores West Coast, Inc.
United States	FIREDOG	77/179612 5/12/2007	3513384 10/7/2008	Registered	Courchevel, LLC.
United States	FIREDOG	78/979580 2/8/2006	3390320 1/26/2008	Registered	Courchevel, LLC.
United States	FIREDOG (LOGO) 	78/941706 7/31/2006	3337398 11/13/2007	Registered	Courchevel, LLC.
United States	FIREDOG (LOGO) 	77/179615 5/12/2007	3513385 10/7/2008	Registered	Courchevel, LLC.

Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
United States	FNANB	75/345362 8/22/1997	2192263 9/29/1998	Registered	Circuit City Stores West Coast, Inc.
United States	FNANB ONLINE	76/171240 11/27/2000	2729888 6/24/2003	Registered	Circuit City Stores West Coast, Inc.
United States	IQ CREW	78/528815 12/8/2004	3141250 9/12/2006	Registered	Circuit City Stores West Coast, Inc.
United States	IQ CREW (stylized and design) 	78/540423 12/31/2004	3100282 6/6/2006	Registered	Circuit City Stores West Coast, Inc.
United States	IRIS	78/309574 10/6/2003	2979330 7/26/2005	Registered	Circuit City Stores West Coast, Inc.
United States	IRIS NO MANUAL REQUIRED	78/309575 10/6/2003	3064308 2/28/2006	Registered	Circuit City Stores West Coast, Inc.
United States	JUST WHAT I NEEDED. JUST WHAT I NEEDED.	78/445969 7/5/2004	2992310 9/6/2005	Registered	Circuit City Stores West Coast, Inc.
United States	JUSTO LO QUE NECESITAS	78/497132 10/8/2004	3092391 5/16/2006	Registered	Circuit City Stores West Coast, Inc.
United States	LIQUID VIDEO	76/455200 9/30/2002	3043163 1/17/2006	Registered	Circuit City Stores West Coast, Inc.
United States	NEXXTECH	78/346217 12/29/2003	3493805 8/26/2008	Registered	Circuit City Stores West Coast, Inc.
United States	NX2 NEXXTECH & DESIGN 	78/847481 3/28/2006	3424484 5/6/2008	Registered	Circuit City Stores West Coast, Inc.
United States	OH! ZONE	78/204648 1/17/2003	2972962 7/19/2005	Registered	Circuit City Stores West Coast, Inc.
United States	RAPIDSATELLITE	76/576198 2/13/2004	2964726 7/5/2005	Registered	Circuit City Stores West Coast, Inc.
United States	RAPIDSATELLITE.CO M and Design 	76/576201 2/13/2004	2980573 8/2/2005	Registered	Circuit City Stores West Coast, Inc.
United States	ROADSHOP	78/681309 7/29/2005	3120201 7/25/2006	Registered	Circuit City Stores West Coast, Inc.

Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
United States	ROADSHOP THE MOBILE ELECTRONICS SPECIALIST @ CIRCUIT CITY stylized and or design 	78/681342 7/29/2005	3191902 1/2/2007	Registered	Circuit City Stores West Coast, Inc.
United States	TC TRADING CIRCUIT and Design 	78/413288 5/5/2004	3202617 1/23/2007	Registered	Circuit City Stores West Coast, Inc.
United States	THE CITY	77/045101 11/15/2006	3419172 4/29/2008	Registered	Circuit City Stores West Coast, Inc.
United States	THE CITY	77/045131 11/15/2006	3436855 5/27/2008	Registered	Circuit City Stores West Coast, Inc.
United States	THE CITY	77/045137 11/15/2006	3427528 5/13/2008	Registered	Circuit City Stores West Coast, Inc.
United States	THE CITY	77/045140 11/15/2006	3458704 7/1/2008	Registered	Circuit City Stores West Coast, Inc.
United States	TOTAL PROTECTION	76/124315 9/8/2000	2735190 7/8/2003	Registered	Circuit City Stores West Coast, Inc.
United States	TRADING CIRCUIT	78/403082 4/16/2004	3202611 1/23/2007	Registered	Circuit City Stores West Coast, Inc.
United States	V (Stylized) 	77/506739 6/24/2008		Pending	Circuit City Stores West Coast, Inc.
United States	V VERGE (Design) 	78/848670 3/29/2006	3420400 4/29/2008	Registered	Circuit City Stores West Coast, Inc.
United States	VERGE	78/359967 1/30/2004	2984192 8/9/2005	Registered	Circuit City Stores West Coast, Inc.
United States	VERGE	78/265758 6/23/2003	3074267 3/28/2006	Registered	Circuit City Stores West Coast, Inc.
United States	WHERE SERVICE IS STATE OF THE ART	74/032284 2/26/1990	1625410 11/27/1990	Registered	Circuit City Stores West Coast, Inc.

Trademark Licenses:

- Trademark License Agreement between Petters Consumer Brands, LLC and Circuit City Stores, Inc., dated November 19, 2007.
- Made for iPod License between Apple Computer, Inc. and Circuit City Stores, Inc., dated April 10, 2006.
- License Agreement between Circuit City and Circuit City Stores, Inc., dated March 7, 2008.